

**MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT**

Between

USDA FOREST SERVICE, Region 8 Chattahoochee-Oconee National Forests

DUNS # 929332484

AGREEMENT # _____

**UNITED STATES DEPARTMENT OF THE INTERIOR
US FISH & WILDLIFE SERVICE**

Southeast Region

DUNS # 12-928-8192

AGREEMENT # 40181CK016

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Southeast Region

DUNS # 092773134

AGREEMENT # _____

and

STATE OF GEORGIA, Forestry Commission

DUNS # 808470751

AGREEMENT # _____

I. By THE FOLLOWING AUTHORITIES:

Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)

Economy Act of June 30, 1932 (31 U.S.C., 1535 as amended) (Federal Agencies)

Disaster Relief Act of May 22, 1974 (42 U.S.C. 5121 as amended) (Federal Agencies)

Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)

Homeland Security Act of 2002 (H.R.5005-8)

Homeland Security Presidential Directive-5 (HSPD-5)

Watershed Restoration and Enhancement Act of 1998 (P.L. 105-77);

National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)

Taylor Grazing Act of June 28, 1934 (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)

Granger-Thye Act of April 24, 1950 (16 U.S.C., Sec 572) (FS)

Cooperative Funds and Deposits Act of Dec 12, 1975 (P.L. 94-148, 16 U.S.C. 565) (FS)

Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)

Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) (FS)

Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);

Federal Land Policy and Management Act of Oct. 21, 1976 (P.L.94-579; 43 U.S.C.)(BLM)

NPS Organic Act (16 U.S.C.1) (NPS)

National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)

National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)

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MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

II. PURPOSE

The purpose of this Master Cooperative Wildland Fire Management Agreement (hereinafter called the Agreement) is to document the commitment of the Agencies to this Agreement to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Agencies to this Agreement.

[NOTE: The underlined text in this agreement is applicable only to coordination of Stafford Act responses through this agreement.]

In addition to improving efficiency in addressing wildland fire, this agreement facilitates improved coordination regarding other incidents. The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. Today's threat environment includes not only the traditional spectrum of manmade and natural hazards – wildland and urban fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, designated special events requiring security, and disruptions to the Nation's energy and information technology infrastructure – but also the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear and high-yield explosive weapons. Pre-planning through this agreement will enable better use of shared response to these types of situations.

The National Response Plan (NRP) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during Presidential/Stafford Act declared disasters. These disasters also require a coordinated response by an appropriate combination of State and Tribal entities, along with the Agencies. This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities. **Only wildland fires and non-wildland emergencies or disasters that are Presidentially-declared emergencies and disasters are covered under this Agreement.**

The Agencies to this Agreement are:

The State of Georgia and the Georgia Forestry Commission, hereinafter called GFC or when referred jointly with other states in this agreement called the "States"; and

The United States Department of Agriculture Forest Service, Region 8, Chattahoochee-Oconee National Forests; hereinafter called the "USFS"; and

United States Department of the Interior, Fish and Wildlife Service, Southeast Region,

hereinafter referred to as "FWS"; and

National Park Service, Southeast Region; hereinafter referred to as "NPS";

The USFS, FWS, and the NPS may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies, States, and other entities signatory to this Agreement will hereinafter be referred to as the "Agencies to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

1. Incorporation of Exhibits into Agreement.

The following exhibits are hereby incorporated into this Agreement (*Note that Exhibits G and H relate only to Stafford Act responses*):

Exhibit	Contents
A	Glossary of Terms
B	Principal Contacts
C	A sample Annual Operating Plan (AOP) Outline Guide
D	Reimbursable Billings and Payments
E	A sample Project and Financial Plan
F	A sample Cost Share Agreement
G	<u>Use and Reimbursement for Stafford Act Shared Resources</u>
H	<u>Glossary of Terms for Stafford Act Response</u>

Exhibits to this Agreement may be revised upon request of the Agencies through execution of the Statewide Annual Operating Plans (AOPs). The latest revision of any Exhibit will automatically be incorporated into this Agreement without necessitating a formal modification as defined in Agreement Provision #49.

2. Acknowledgement of Supplements to the Agreement.

Supplements to this Agreement, AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

3. Hierarchy and Precedence for Agreements, Exhibits, etc. Agreements that obligate the GFC must be signed by the State Forester.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

1. This Agreement.
2. Statewide AOP.
3. Exhibits to this Agreement.
4. Zone or local AOP.
5. Project and Financial Plan.

III. RECITALS

1. Lands for which the State is responsible for wildland fire protection in Georgia, and the lands for which the respective Federal Agencies are responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;
2. The Agencies to this Agreement maintain fire protection and fire management organizations;
3. It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;
4. It is the intent of the Agencies signatory to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;
5. It is the intent of the Agencies signatory to this Agreement that Federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect; and the USFS, FWS, and NPS have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.

6. It is to the benefit of all Federal, State and local agencies to coordinate assistance and operations during Presidential/Stafford Act declared disasters under The National Response Plan (NRP). This agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security in the implementation of the NRP, as appropriate and consistent with their own authorities and responsibilities.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

IV. INTERAGENCY COOPERATION

7. **Georgia Interagency Coordinating Group (GICG):** This group shall provide coordination and recommendations for all interagency fire management activities in Georgia. Membership, procedures, and guidelines will be agreed to and documented in the GICG Charter.
8. **National Incident Management System:** The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
9. **Annual Operating Plans:** Annual operating plans will be developed at the Geographic, State, or sub-geographic area level and will tier to this Agreement (see Exhibit C, Operating Plan Outline Guide). The following annual operating plans are listed in descending order of precedence:

A. Southern Geographic Area Operating Plans. Southern Area Operating Plans will address issues affecting Geographic Area-wide cooperation. The Geographic Area Operating Plan will be approved by the signatory State and Federal SACG member agencies.

The Southern Area Mobilization Guide will be identified as, and be considered, part of the Geographic Area Annual Operating Plan.

B. Statewide Operating Plans. Statewide Operating Plans will address issues affecting

statewide cooperation. The Statewide Operating Plans will be approved by the signatory State and Federal GWCG members.

The Statewide Mobilization Guides will be identified as, and considered part of the Statewide Operating Plans.

C. Sub-Geographic Operating Plans. Sub-geographic area operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans. Unless superseded by the Geographic Area or Statewide Operating Plans, sub-geographic area operating plans will apply.

D. Project Plans. Project plans are plans developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost (See Exhibit E for a Supplemental Project Plan).

10. **Interagency Dispatch Centers:** The Agencies to this Agreement agree to maintain, support, and participate in Interagency Dispatch Centers, as appropriate.

Staffing, funding, and level of participation will be agreed to by the affected Agencies to this Agreement and documented in annual operating plans and/or appropriate mobilization guides.

11. **Georgia Interagency Coordination Center:** The Agencies to this Agreement recognize the Georgia Interagency Coordination Center in Gainesville, GA as the Geographic Area Coordination Center (GACC) for the Georgia Geographic Area. The Agencies to this Agreement will coordinate fire management activities and resource movements through the Geographic Area Coordination Center as appropriate. Agencies to this Agreement are not precluded from independent movement of resources. (Note: Federal Resources in South GA will be dispatched through the Florida Interagency Coordination Center). The South Carolina Interagency Coordination Center (SCICC) dispatches for Savannah, Wolf Island, Blackbeard Island, Harris Neck and Wassaw NWRs.
12. **Interagency Resources:** Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Agencies to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the annual operating plan.

Interagency incident management teams (IMTs) are managed by geographic area coordinating groups at Preparedness Levels 1 through 3. The National Multi-Agency Coordination Group will manage these resources at Preparedness Levels 4 and 5. Geographic area coordinating groups should establish operating plans for management of their IMTs.

13. **Standards:** It is the goal of the signatory Agencies to this Agreement to achieve common standards within the Agencies' best interest, recognizing differing agency missions and mandates. Each Agency to this Agreement recognizes that other agency standards are reasonable, prudent, and acceptable. This clause is not intended to affect the Jurisdictional Agency's land management standards.

V. PREPAREDNESS

14. **Definition of Responsibilities:** The Agencies to this Agreement shall be distinguished as follows:

Jurisdictional Agency - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

Protecting Agency - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement. .

Supporting Agency - An Agency providing suppression or other support and resource assistance to a protecting agency.

15. **Protection Planning:** Annually, sub-geographic area Unit Administrators will determine efficiencies to be gained from reciprocal assistance and acquisition of protection services. Annual operating plans will document decisions. Plans should be reviewed and agreement reached concerning such items as placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures and other joint fire suppression efforts.
16. **Protection Areas and Boundaries:** Protection areas, as defined by boundaries, will be mapped and or described, and made a part of annual operating plans.

17. **Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services:

A. Reciprocal (Mutual Aid) Fire Protection: As deemed appropriate, the Agencies may, by agreement in AOPs, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period, unless specifically stated by contract or agreement. The length of the mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

B. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See applicable Exhibit item regarding Reimbursable Billings and Payments.*

C. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Agencies. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is if the parties involved are Federal Agencies. The National Agreement between the Department of the Interior Agencies and the USDA Forest Service states that the parties agree not to bill each other for suppression services.

D. Contract (Fee Basis) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another Agency. The terms and conditions of such arrangements must be included in AOPs.

18. **Joint Projects and Project Plans:** The Agencies to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, presuppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts. Such projects will be documented in local operating plans, or other appropriate written documents, referencing the appropriate authority. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Project plans may be executed by Unit Administrators of agencies to this Agreement and Bill according to Exhibit D, Reimbursable Billings and Payments, and Exhibit E, Supplemental Project Plan.

19. **Fire Prevention:** The Agencies to this Agreement agree to cooperate in the development and implementation of fire prevention and fire mitigation programs to include community planning.. Unit Administrators will assure that fire prevention goals and activities are planned at local levels and are addressed in annual operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.
20. **Public Use Restrictions:** If needed guidelines for implementing restrictions and closures shall separate Memorandum of Understanding and in the Geographic Area Annual Operating Plan.
21. **Burning Permits:** Burning permit procedures, where applicable, will be included in local annual operating plans. If authorized by State and Federal law, federal employees or their agents may be granted authority by the States to issue burn permits when it is determined to be in their mutual interest.
22. **Prescribed Fire and Fuel Management:** The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fire and fuels management programs, whose primary intent is to reduce fire hazards.

Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process (see Exhibit E, Supplemental Project Plan)

Any instrument processed under this clause shall be in accordance with each agency's applicable laws, regulations, and policy requirements.

23. **Smoke Management:** Within their authorities, the Agencies to this Agreement agree

to cooperate in smoke management programs using approved smoke management plans.

VI. OPERATIONS

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

24. **Closest Forces Concept:** The guiding principle for dispatch of initial attack suppression resources is to use the closest available resource regardless of which Agency the resources belong, and regardless of which Agency has protection responsibility.
25. **Fire Notifications:** Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. Likewise, protecting Agencies will promptly inform jurisdictional agencies whenever they take action on fires for which the protecting Agency is responsible. Fire reports will be sent to jurisdictional agencies within 30 days after a fire is declared out.
26. **Boundary Line Fires:** A boundary line fire, as defined in Exhibit A, Glossary of Terms, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. The most qualified individual of the protecting Agency, arriving first on the fire, will act as Incident Commander. When protecting agencies have arrived, the agencies will mutually agree to the designation of an Incident Command organization.
27. **Independent Action:** Except as otherwise limited in annual operating plans, nothing herein shall prohibit any Agency, on its own initiative, from going upon lands known to be protected by another Agency to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands that are that Agency's protection responsibility. In such instances, the Agency taking action will promptly notify the protecting Agency. These Protecting Agencies' actions will be commensurate with the jurisdictional agencies land management considerations, and subject to the laws and regulations of the jurisdictional agency.
28. **Escaped Prescribed Fires:** Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, under the supervision of the Agencies to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise

agreed, all suppression costs are the responsibility of the jurisdictional Agency. The Agencies to this Agreement will not hold each other responsible under this clause for escaped prescribed fires originating on private land, or on state or federal lands not protected by one of the Agencies to this Agreement.

If the Agencies to this Agreement conduct a cooperative prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented in the project plan.

29. **Management Response:** All fire suppression action conducted on lands of another Agency shall be consistent with that Agency's fire suppression policy and the terms of this Agreement.

A "Special Management Considerations" section in the AOP, addressing resources and other management concerns, will be used by unit administrators of the Agencies to identify areas of special management consideration, and to communicate appropriate fire management actions and any restrictions in firefighting tactical techniques to an Incident Commander. All suppression costs with respect to application of special management considerations will be paid by the Protecting Agency.

Unless otherwise agreed, the Jurisdictional Agency will provide an Agency representative or appropriate environmental technical specialist to advise a Protecting Agency of any special management considerations that may influence suppression action. The cost of these individuals shall be paid by the Jurisdictional Agency. The Incident Commander will incorporate special management considerations into the incident planning process, subject to the Delegation of Authority.

30. **Delegation of Authority:** Annual operating plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents.
31. **Preservation of Evidence:** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Protecting and jurisdictional agencies shall render mutual assistance in the gathering of evidence to the fullest extent practicable. Affected Agencies will meet to determine an investigation process.

VII. USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Exhibit G.

33. Agencies to this Agreement to expend funds, or as involving the United States, the State of Georgia, or the other agencies in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
34. **Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies to this Agreement agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.
35. **Supplemental Fire Suppression and Cost Share Agreement:** Whenever multiple jurisdictions are affected due to the placement of a fire, it is mandatory to develop and implement a Supplemental Fire Suppression and Cost Share Agreement. Acceptable forms of the cost share mix are limited to those listed in item #10 of Exhibit F, Supplemental Fire Suppression and Cost Share Agreement. Except as otherwise provided by Clauses 27 (Independent Action), and 43 (Billing Procedures), a supplemental fire suppression and cost share agreement will be approved by the responsible Unit Administrators (as defined in Exhibit A, Glossary of Terms) or their authorized representatives when the incident involves lands of more than one protecting Agency (see Clause 26, Boundary Line Fires, and Exhibit F, Supplemental Fire Suppression and Cost Share Agreement).

A Supplemental Fire Suppression and Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.
36. **Procurement:** At the time of the incident, the affected agencies will determine the appropriate procurement procedures that will be utilized.
37. **Loaned Equipment and Supplies:** Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. As determined by the loaning agency, the receiving Agency will repair or reimburse for damages in excess of reasonable wear and tear and will replace or reimburse for items lost, destroyed, or expended.

38. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only.
39. **Training:** The Agencies to this Agreement will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.
40. **Communication Systems:** The Agencies to this Agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.
41. **Fire Weather Systems:** The Agencies to this Agreement will cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The Agencies to this Agreement will jointly evaluate and agree to any deletions or additions to the system. National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Georgia.
42. **Aviation Operations:** The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. (Refer to the Georgia Operating Plan for specific direction in the use of aircraft.)
43. **Billing Procedures:** (Specifics detailed in Exhibit D, Reimbursable Billings and Payments)
44. **Cost Recovery:** Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

VIII. GENERAL PROVISIONS

45. **Personnel Policy:** Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
46. **Mutual Sharing of Information:** Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.
47. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
48. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The protecting Agency will notify the jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the jurisdictional Agency as soon as it becomes aware of the situation. The protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Agencies will meet to determine a cost recovery process as outlined in Clause 44.
49. **Waiver:** It is mutually agreed that the Agencies to this Agreement shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against any other Agency for any loss, damage, personal injury, or death of the Agency, or its employees or agents, occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

50. **Modifications:** Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.
51. **Annual Review:** If deemed necessary, representatives of the State and Federal Agencies will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
52. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Agency signs below and shall remain in effect for five years from that date.

Any Agency shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Agencies.

53. **Previous Agreements Superseded:** This Agreement supersedes the following:

Master Cooperative Wildland Fire Management Agreement signed and dated March 27, 2009, as amended. (FS/GA Agreement No. 09-FI-11080300-013).
Memorandum of Understanding signed and dated March 24, 2004, as amended.
(FWS Agreement No. 401814K015; NPS Agreement No. H5023-04-0001)

Existing agreements and operating plans remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements can be incorporated into annual operating plans provided for under this Agreement, and not later than six months from the date of the last signature.

54. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement as of the last date written below

USDA FOREST SERVICE
Chattahoochee-Oconee NF



Forest Supervisor

Date: 9-21-12

Contracting Officer

Date: _____

USDI FISH AND WILDLIFE SERVICE
Southeast Region



Regional Chief,

Contracting & Grant Services

Date: 6-27-2012

STATE OF GEORGIA
Georgia Forestry Commission



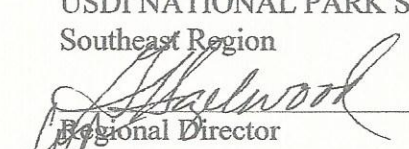
State Forester

Date: 10/15/12

Agreements Coordinator

Date: _____

USDI NATIONAL PARK SERVICE
Southeast Region



Regional Director

Date: 7/18/12

Contracting Officer

Date: _____

MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT
GLOSSARY OF TERMS
EXHIBIT A

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H.

Agency Representative: This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

Agency Administrator: Officials who are signatories to this Agreement, as follows: Bureau of Land Management, State Director; Forest Service, Regional Forester; BIA, Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director; State Forester, etc.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Escaped Fire: A fire which has exceeded or is expected to exceed initial attack capabilities or prescription.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.